

Monroe Co.

AFSCME #1396 (Roads)

7/1/2005 6/30/2008

AGREEMENT

BETWEEN

MONROE COUNTY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

LOCAL # 1396

July 1, 2005 to
June 30, 2008

FILED

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MONROE COUNTY AUDITOR

TABLE OF CONTENTS

ARTICLE I	Recognition	1
ARTICLE II	Check Off	1
ARTICLE III	Hours of Work	1
ARTICLE IV	Overtime	2
ARTICLE V	Holidays	3
ARTICLE VI	Vacations	4
ARTICLE VII	Sick Leave	5
ARTICLE VIII	Funeral Leave	6
ARTICLE IX	Strikes and Lockouts	7
ARTICLE X	Jury Duty	7
ARTICLE XI	Civic Duty	8
ARTICLE XII	Leave of Absence	8
ARTICLE XIII	Union Business	9
ARTICLE XIV	Reserved for Future Use	9
ARTICLE XV	Educational Leave	9
ARTICLE XVI	Military Leave	10
ARTICLE XVII	Call Time	10
ARTICLE XVIII	Reporting Time	10
ARTICLE XIX	Management's Rights	11
ARTICLE XX	Safety and Health	11
ARTICLE XXI	Physical Examinations	12
ARTICLE XXII	Seniority	12
ARTICLE XXIII	Job Classification and Assignments	15
ARTICLE XXIV	Bulletin Boards	15
ARTICLE XXV	Job Posting	15
ARTICLE XXVI	Discipline and Discharge	16
ARTICLE XXVII	Grievance Procedures	16
ARTICLE XXVIII	Pay Period	17
ARTICLE XXIX	Wage Administration	17
ARTICLE XXX	Family and Medical Leave Act	18
ARTICLE XXXI	Americans with Disabilities Act	19
ARTICLE XXXII	Complete Agreement	19
ARTICLE XXXIII	Duration of Agreement	21
APPENDIX A	Wage Schedule	22
APPENDIX B	Compensatory Time Examples	23
APPENDIX C	Workers Compensation Policy	27

This agreement entered into by Monroe County, hereinafter referred to as the Public Employer, and Local 1396, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has its purpose the promotion of harmonious relations between the Public Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

- 1.01 The Public Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its employees in the following job classifications: all regular full-time and regular part-time employees of the Secondary Road Department, including Operator I, II, and III, Motor Grader Operator, Mechanics, Sign Man, Bridge, Culvert and Shop Foreman, and Supply and Communications Coordinator. Excluded are County Engineer, Engineering Assistant, First Assistant to the Engineer, Second Assistant to the Engineer, Maintenance Foreman, Office Manager, all other office and clerical employees, professional, supervisory, confidential employees, and all others excluded by Section 4 of the act.

ARTICLE II CHECK OFF

- 2.01 The Public Employer agrees to deduct the Union membership initiation fee, assessment and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Public Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer after such deductions are made.
- 2.02 Employees may terminate their membership and dues check off at any time by giving thirty (30) days written notice to the Public Employer or the Union.

ARTICLE III HOURS OF WORK

- 3.01 The normal hours of work each day, scheduled by the Public Employer, shall be consecutive except for interruptions for lunch breaks. Any changes in the hours of work will be presented to employees in writing fourteen (14) days prior to any change. Work schedules shall not be changed for the purpose of avoiding overtime.
- 3.02 The workweek shall consist of five eight-hour days, Monday through Friday. The Public Employer, upon thirty (30) days written notice to the Union, may utilize a workweek that consists of four (4) ten (10) hour days, Monday through Thursday.

If an employee and the Engineer agree, optional days of work may be arranged.

- 3.03 Each working day, for pay purposes for all employees, will consist of eight (8) hours, normally starting at 7:00 a.m. and ending at 3:30 p.m. with one (1) fifteen (15) minute rest period in the

morning and one (1) fifteen (15) minute rest period in the afternoon, and a thirty (30) minute lunch break. During temporary periods, road conditions or weather conditions may require more than eight (8) hours per day and more than forty (40) hours per week may be worked. This is not to be interpreted as a guarantee of a forty (40) hour workweek.

- 3.04 All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work any overtime hours. In addition, they shall be granted the regular rest periods that occur during the shift.

- 3.05 All employees shall be granted a one-half (1/2) hour lunch period during each eight (8) hour work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

- 3.06 Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the Public Employer, when possible, shall make the required facilities available.

- 3.07 If a four (4) day ten (10) hour workweek is being utilized, rest periods shall consist of one twenty (20) minute rest period in the morning and one twenty (20) minute rest period in the afternoon, and a thirty (30) minute lunch break.

- 3.08 The position of Supply and Communications Coordinator shall be a regular full-time position and shall be entitled to all benefits afforded to all other regular full-time employees under this agreement.

- 3.09 A full-time employee shall be defined as any employee regularly scheduled to work thirty-five (35) or more hours per week. A full-time employee shall be entitled to receive all benefits granted by this agreement. Any employee working less than thirty-five (35) hours per week shall receive benefits only upon agreement of the Public Employer and the Union. The Public Employer agrees not to create any additional part-time positions for the life of this agreement.

ARTICLE IV OVERTIME

- 4.01 Time and one-half (1 ½) the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- A. All work performed in excess of forty (40) hours in any workweek.
- B. All work performed on Sunday.
- C. All work performed in excess of ten (10) hours in any workday.

- 4.02 Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each twelve (12) month period beginning on the first day of the calendar month following the effective date of this agreement, or on the first day of any calendar month this agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work.
- 4.03 Overtime work, if needed, shall be mandatory during emergencies and during snow months for plowing and sanding operations. There shall be no discrimination against any employee who declines to work overtime, except under the conditions described above.
- 4.04 An alternate to compensation at overtime rates for overtime work at the direction of the County Engineer, employees may elect compensatory time off to be taken at a later date, which will be computed at one and one-half (1½) times the number of hours worked overtime. Compensatory time off shall be taken and used by employees by mutual agreement between the employee's Supervisor and the employee or at the direction of the County Engineer. Examples of how Compensatory time is figured are shown in Appendix "B".
- 4.05 Compensatory time shall be allowed to accumulate to a maximum of eighty (80) hours. Compensatory time must be used up by the employee prior to the next pay raise, or the compensatory time will be paid to the employee at the employee's current base rate of pay, unless Compensatory time earned in April, May or June, then it may be carried over to the next quarter. Compensatory time off will not be allowed if the result would make the employee eligible for overtime pay or additional compensatory time, unless the employee had scheduled vacation or compensation time at least the Friday prior to the next work week, but was called in to work or had extended hours between Monday through Friday.

ARTICLE V HOLIDAYS

- 5.01 Holidays will be observed as provided in the County Holiday Schedule adopted by the Board of Supervisors each year. Eleven (11) paid holidays will be granted per year of the contract.
- 5.02 All regular full-time employees are eligible for holiday pay of eight (8) hours straight time or ten (10) hours straight time if a four (4) day ten (10) hour work week is being utilized, providing the employee has worked the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless such employee shall have been excused by his/her immediate Supervisor.
- 5.03 If a holiday is observed during an employee's vacation, the employee's vacation time may be extended for a period of one (1) day, or a vacation day may be taken at a later date, provided approval in writing from the employee's immediate Supervisor has been received prior to the employee's vacation.

- 5.04 In case of bad or emergency weather or storm conditions, it will be the duty of each employee, unless he/she is on sick leave, vacation, or out of town, to keep his immediate Supervisor or Foreman informed of his/her location.
- 5.05 For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.
- 5.06 An employee required to work on any recognized paid holiday shall be paid time and one-half (1 ½) the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work. The intent of the language is to clarify and not change past practice.

ARTICLE VI VACATIONS

- 6.01 Employees shall be granted an annual paid vacation for the period specified below based upon satisfactory completion of the following requirements as of the anniversary date of employment.

<u>Employment Requirements</u>	<u>Vacation Period</u>
After the 1 st year	1 week
After the second year, through the 8 th year	2 weeks
Starting in the 9 th year through the 19 th year	3 weeks
Starting in the 20 th year and beyond	4 weeks

- 6.02 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately proceeding the employee's vacation period. Accrued vacation shall not be carried over from one anniversary year to the next unless mutually agreed to, in writing, by the parties.
- 6.03 The Public Employer shall determine the number of employees that may be on vacation at any one time. Employees should, by March 1 of each year on the vacation schedule provided by the Public Employer, indicate the beginning and ending dates that they desire for their vacation period. Vacation shall be bid annually according to seniority, but no employee may take more than two (2) weeks at one time without written approval from the County Engineer or his authorized representative. Employees who have not signed the vacation schedule by March 1 must take vacation on a first come, first serve basis with at least two (2) weeks prior approval by the County Engineer. Vacation of less than one (1) week (four (4) days or less) may be granted with approval of the County Engineer with a minimum of twenty-four (24) hours notice.

- 6.04 Vacation may not be taken in periods of less than one (1) hour. Time off, layoffs, suspension, or leave without pay shall not be counted in determining continuous service.
- 6.05 Any employee who is laid off, discharged, retired, or separated from the service of the Public Employer for any reason, prior to taking his/her vacation, shall be paid for the unused vacation he/she has accumulated at the time of separation. Employees who retire from County service, including disability retirement, are eligible to receive his/her accumulated vacation at time of retirement, plus pro-rated vacation pay. For purposes of this section, retirement is defined as eligible for and receiving an IPERS allowance.

ARTICLE VII SICK LEAVE

- 7.01 All employees covered by this agreement shall accrue sick leave at the rate of twelve (12) hours per month for each full month of employment, providing the employee is compensated for at least fifteen (15) days in that month.
- 7.02 Time spent on Leave of Absence without pay, discipline leave, layoff or suspension shall not count towards sick leave.
- 7.03 Paid sick leave may accumulate to a maximum of seven hundred twenty (720) hours and once earned may be carried over year to year, never to exceed seven hundred twenty (720) hours at any one time. After an employee reaches seven hundred twenty (720) hours of accumulated sick leave, an employee may convert further earned sick leave into vacation at a ratio of six (6) hours of sick leave for two (2) hours of vacation.
- 7.04 To be eligible for receipt of sick leave pay, an employee is required to notify his/her immediate Supervisor of his/her absence and to indicate the nature of his/her illness. Employees may be required to provide a doctor's written verification as to the nature and extent of their illness. Sick leave with pay may also be used for:
- A. Dental care time for employee, where appointments cannot be made during non-work time.
 - B. Up to forty (40) hours of sick leave per fiscal year may be used by the employee to provide immediate medical or dental care assistance to a member of the employee's immediate family. Immediate family, for the purpose of this paragraph, shall be defined as employee's spouse, child, or parent. Employer agrees to review additional sick leave on a case by case basis for catastrophic illness or injury to a spouse, child or parent.
- 7.05 The Public Employer will contribute to group insurance for the employee for the first sixty (60) days of off time, after which the employee must assume all the cost of the insurance, unless the leave of absence qualifies under the Family and Medical Leave Act. If an employee is on an FMLA qualifying leave of absence (up to twelve (12) weeks per year), the Public Employer will continue to pay its share of the group health insurance premium. Please see the Monroe County Personnel Policies Manual relating to qualification details under FMLA.

- 7.06 Paid sick leave shall start with the first day of an accident or illness.
- 7.07 Approved sick leave may be granted for periods less than one (1) day, but not less than one (1) hour.
- 7.08 Sick leave pay will be computed at the employee's straight time rate of pay effective at the time of the absence.
- 7.09 An employee using sick leave must remain at home, be present in a medical office or medical institution or otherwise following a prescribed course of treatment. The Public Employer reserves the right to visit any employee any time while on sick leave or out sick. The Public Employer may request a certificate from the employee's medical doctor indicating the nature of an employee's illness or injury and the duration of confinement when an employee has used one or more days of sick leave, before allowing the employee to return to work. In all instances, the burden of proof for use of sick leave rests with the employee.
- 7.10 When an employee requests vacation for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to vacation as originally requested. If the illness extends beyond the period originally granted, sick leave may be used subject to approval by the Public Employer, to cover the additional absence. In case of serious illness or accident which occur during vacation period that require hospitalization, that time shall be charged to sick leave and not vacation.
- 7.11 Employees eligible for paid sick leave may use sick leave for periods of time not covered by worker's compensation and to supplement the difference between the worker's compensation benefits and the employee's regular pay. If an employee elects to do so in writing, the Public Employer will pay the difference between his/her regular take home pay and the amount of the worker's compensation payment.
- 7.12 Employees will be paid upon retirement, unused sick leave based on the following formula: Starting July 1, 1980, one (1) hour's pay will accrue for every month, in which the employee actually worked the entire month and without using any paid sick leave, not to exceed one thousand dollars (\$1,000) total payment. Payment shall be based on the employees current hourly rate of pay at the date of retirement.
- 7.13 Sick leave shall be considered as type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only in case of actual illness, legal quarantine, or disability of the employee.

ARTICLE VIII FUNERAL LEAVE

- 8.01 All employees covered by this Agreement are eligible to take up to three (3) days leave with pay to attend to or to make funeral arrangements for members of their immediate family.
- 8.02 Immediate family, for the purpose of this paragraph, shall mean and include employee's: spouse, children, stepchildren, parents, brothers, sisters, parents-in-law, grandparents and grandchildren.

- 8.03 Additional funeral leave beyond the normal three (3) days may be granted, the longer period of time must be requested in writing by the employee and approved in writing by the County Engineer or his authorized representative.
- 8.04 All additional funeral leave extending beyond the normal three (3) day limit will be considered leave without pay.

ARTICLE IX STRIKES AND LOCKOUTS

- 9.01 The Union agrees that it will comply with Sections 10 and 12 of Chapter 20, Code of Iowa, Iowa Public Employment Relations Act. The Union further agrees to discourage any employees in the bargaining unit from violating said sections and to discourage said employees from participating directly or indirectly in inducement or participation in any strike against the Public Employer, as provided in Chapter 20.10, Section 3, such as "refusal in concerted action with others, to report to duty, or willful absence from their jobs, or stoppages of work, or abstinence in, while or in part from full, faithful and proper performance of their duties of employment, where the same is for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment."
- 9.02 The Public Employer agrees that there will be no lockout of its employees. It is understood and agreed that the term "lockout" does not include the shutdown or discontinuance of a part of or all of the Public Employer's operation or mission for budgetary reasons.
- 9.03 If the Union or a public employee covered by this agreement violates any provision under Article Nine (9), the Public Employer can seek relief under the provisions set forth of the Iowa Public Employment Relations Act.

ARTICLE X JURY DUTY

- 10.01 In the event an employee is subpoenaed or summoned for jury duty, he/she shall receive full pay equal to his/her normal work schedule, less any compensation paid to him/her for his/her services as a juror, for the hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the court.
- 10.02 If an employee is called for jury duty, he/she shall promptly notify his/her immediate supervisor so that arrangements may be made for his/her absence from work.
- 10.03 Employees must present in writing, proof of service as a juror and the amount of compensation received performing jury duty.

**ARTICLE XI
CIVIC DUTY**

- 11.01 Where necessary, employees covered by this Agreement shall be granted a leave of absence to go vote on any federal, state or local Election Day with full pay. The leave of absence shall be for one full hour at the end of the day.
- 11.02 Employees covered by this Agreement who are required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as plaintiff or defendant) shall receive full pay for time spent. Employees elected or appointed to any political or legislative position who request and are granted a leave of absence by the County Board of Supervisors to perform their civic duty may be granted a leave with pay.

**ARTICLE XII
LEAVE OF ABSENCE**

- 12.01 Employees who have completed the one hundred eighty (180) day probationary period may be granted a leave of absence without pay or loss of seniority rights for any of the following reasons:
- A. Death or severe illness in the immediate family.
 - B. Long term personal injury or illness, requiring medical attention.
 - C. Compulsory service in the Armed Forces of the United States.
 - D. Some other reason, deemed justifiable by the Public Employer; provided that in each case written permission is obtained from the Public Employer before the taking of such leave.
- 12.02 Request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires.
- 12.03 If granted, the authorization for a leave of absence will be furnished in writing to the employee by the County Engineer.
- 12.04 Any request for a leave of absence shall be answered promptly. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of the day on which the request is submitted.
- 12.05 The maximum leave of absence, except in cases of long term illness or injury, required military service, educational, maternity or union business, shall be for thirty (30) days. Leaves of absence may be extended for like periods providing the employee requests additional time in writing and receives written permission from the Public Employer and from the Union.
- 12.06 A request for a short leave of absence – a leave not exceeding one (1) month – shall be answered within five (5) working days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) working days.

- 12.07 The maximum leave of absence for a long term illness or injury shall not exceed one (1) year. Any employee who does not return or overstay a leave of absence or during that period of absence is gainfully employed by another, will be considered to have terminated his/her employment with the Public Employer, and if rehired, shall be considered as a new employee and must meet and follow the requirements as a new employee.
- 12.08 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to this position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee may be returned to a higher rated position.

ARTICLE XIII UNION BUSINESS

- 13.01 Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Public Employer may at the written request of the Union be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the request of the Union.
- 13.02 Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the Union.

ARTICLE XIV (Reserved for future use.)

ARTICLE XV EDUCATIONAL LEAVE

- 15.01 After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee.
- 15.02 One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.
- 15.03 Employees, at the discretion of the County Engineer, may be granted leaves of absence for educational purposes – not to exceed one (1) month in any calendar year – to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

ARTICLE XVI MILITARY LEAVE

- 16.01 Full-time employees of the Public Employer may be granted a military leave for a period up to thirty (30) days with pay, as prescribed by Section 29A.28 of the Code of Iowa.
- 16.02 If an employee desires to receive the employment rights and thirty (30) days pay when he is discharged from the military service, the employee must request a leave of absence without pay for the personal time needed to settle affairs prior to his induction into the military service.
- 16.03 In case of extended military leave, the employee should forward a statement to the County Engineer's office after the employee has been inducted for at least thirty (30) days. The statement must show the date on which the certificate is prepared, the date of induction, the name, rank, title and address of the commanding officer signing the certificate.
- 16.04 In case of military leave of less than thirty (30) days, the employee must present a statement to the County Engineer's office at the termination of his military service. The statement must show the date it is prepared, date of induction, date of release from duty, name, rank, title and address of the commanding officer signing the certificate.
- 16.05 Any vacation earned by an employee should be taken before induction into military service. Vacation earned and not used will be granted to the employee upon his return from military service.
- 16.06 Any employee wishing to return to work for the Public Employer after completion of this military service will be granted all rights afforded him by the Universal Military Training and Services Act.

ARTICLE XVII CALL TIME

- 17.01 Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½).
- 17.02 If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1 ½) until he/she completes two hours work. The employee shall then be paid for the balance of his/her regular work shift at the appropriate rate.

ARTICLE XVIII REPORTING TIME

- 18.01 Any employee who is scheduled to report for work and who presents herself/himself for work as scheduled shall be assigned to at least two hours work on the job which will be paid.
- 18.02 When any employee reports for and starts to work as scheduled, and is excused from duty before completing two (2) hours work, the employee shall be paid, at his/her regular rate, for two (2) hours work at the appropriate rate.

- 18.03 Any employee who is scheduled to work but is told by his/her supervisor to stay home due to inclement weather, shall be paid, at the employee's regular rate, for two (2) hours.
- 18.04 All employees shall use county vehicles to drive from the main shop to the county equipment which they will operate that day unless the equipment is at the employee's residence.

ARTICLE XIX MANAGEMENT'S RIGHTS

- 19.01 The Public Employer and its management, unless specifically modified by this Agreement shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to hire, suspend, discipline or discharge for just cause, direct the work, to assign work, to transfer, promote and demote, to increase or decrease the working force of public employees, take such actions as may be necessary to carry out the mission of the Public Employer, initiate, prepare, certify and administer the county budget, and further the Public Employer shall exercise all powers and duties granted to it by law.
- 19.02 Public employees, not in the bargaining unit, shall not perform work on any hourly rated job classification, if the result would be to deplace an employee in the bargaining unit. But this would not prevent such work:
- A. In the performance of necessary work when the work is temporary or emergencies are apparent and/or encountered, the bargaining unit employees are already working or have been offered the work; and/or the work must be performed.
 - B. In emergencies, when regular employees are not and will not be immediately available.
 - C. In the instruction and training of employees.
 - D. In the testing of materials used by the Public Employer to perform its mission.
- 19.03 All employees are required to follow all reasonable work rules and regulations as established by the County Engineer.

ARTICLE XX SAFETY AND HEALTH

- 20.01 The Public Employer shall continue to make all reasonable provisions for the safety and health of its employees.
- 20.02 Authorized protective equipment and other devices necessary to properly protect employees from injury and sickness shall be designated for use by certain classifications by the Public Employer, and the use of such equipment and devices shall be mandatory.
- 20.03 Employees required to wear safety footwear will be reimbursed up to seventy-five dollars (\$75) per fiscal year or one hundred fifty dollars (\$150.00) in a two year fiscal period toward the

purchase of Public Employer approved safety footwear. Employees must submit a receipt for reimbursement.

- 20.04 Two (2) OSHA approved safety glass covers will be provided by the Employer to each employee per year. The employee will pay for any additional covers needed due to loss or negligence. The Employer will replace any safety glass covers damaged in the normal use and wear.
- 20.05 The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale and good public image.
- 20.06 It is recognized that employees are expected to use good judgement when using or operating any equipment or vehicles in the performance of their job. Employees shall not operate any equipment or vehicles in an unsafe manner or situation, however, employees will be expected to follow a lawful instruction and fill out a defective equipment report on any piece of equipment owned or operated by the county. The defective equipment report must be turned in immediately to the shop mechanic for his inspection.
- 20.07 Where necessary, the Public Employer shall provide suitable cotton gloves for all Union employees.

ARTICLE XXI PHYSICAL EXAMINATIONS

- 21.01 Deleted per Union Contract Negotiations Fiscal Year 2000-2001
- 21.02 In any instances in which an employee is claiming sick leave or a leave of absence due to medical reasons, the Public Employer may require an employee to submit evidence satisfactory to the Public Employer that the employee claiming leave is unable to work. Medical certification satisfactory to the Public Employer may also be required to verify fitness for duty following the leave of absence, including specifying any limitation on the employee's ability to work. The employee shall pay for any medical treatment or examination required by this Article. In case of any dispute to the accuracy of findings, the Public Employer may require the employee to submit to an examination by a doctor of the Public Employer's choosing and at the Public Employer's expense.

ARTICLE XXII SENIORITY

- 22.01 Seniority rights for all employees shall prevail under this Agreement, unless specifically noted otherwise in the Agreement.
- 22.02 Employees shall acquire regular status and seniority after completing a one hundred eighty (180) day probationary period. Seniority, once the probationary period is completed, will be retroactive to the date of hire, and shall be considered, that period of continuous employment by an employee, commencing with the date of employment. If two or more employees are employed on the same

date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.

- 22.03 A regular full-time employee is an employee who is normally scheduled to work at least thirty-five (35) hours per week on a regular basis.

A regular part-time employee is an employee who is normally scheduled to work less than thirty-five (35) hour per week on a regular basis.

A temporary/seasonal employee is an employee who is normally scheduled to work any number of hours per week, but less than four (4) consecutive months.

- 22.04 The term promotion, as used in this provision, means the advancement of an employee to a higher paying position or the reassignment of an employee – at the employee's request – to a position the employee considers to be in his/her best interest regardless of the rate of pay. Whenever a job opening occurs – other than a temporary opening as defined below – in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for five (5) working days, prior to seeking a person not currently employed by the Public Employer. During this period, employees who wish to apply for the open position or job – including employees on layoff – may do so. The application shall be in writing, and it shall be submitted to the employee's immediate Supervisor. The Public Employer shall first attempt to fill the opening by promoting from among the applicants the employee with the longest continuous service provided the employee has the necessary qualifications and can perform the job.

- 22.05 Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason may be permitted to exercise their seniority rights to transfer to any other job in the service of the Public Employer provided there is an opening. Any employee transferred as a result of the application of this provision shall be given training needed to perform satisfactorily the job if he/she is transferred.

- 22.06 Employees desiring to transfer to other jobs shall submit an application in writing to their immediate Supervisor. The applicant shall state the reason for the requested transfer. Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority. Employees requesting transfers because of the elimination of their jobs may be transferred to the same job or any other job of an equal classification on the basis of seniority.

- 22.07 New jobs or vacancies in existing job classifications – job vacancies in existing job classifications that are not occupied due to a curtailment of operations, employee illness, employee leaves of absence, or any other reasons – shall be filled initially by the Public Employer on the basis of a temporary transfer. If the Public Employer purchases a new or different vehicle, this shall be defined as a new job, unless it is a replacement for an existing vehicle. (The preceding sentence shall be monitored by the Union and decisions reached under this sentence are not grievable unless management attempts to overrule the Union's decision.) During the period of temporary transfer the job shall be posted on all bulletin boards. Employees desiring to transfer to the job

shall submit an application in writing while the job is posted to their immediate supervisor. The Public Employer shall fill the new job classification of the vacant job within thirty (30) days, after selecting the most senior applicant who is qualified to perform the work.

- 22.08 When an employee is laid off due to a reduction in the work force or the provisions in 22.05, he/she shall be permitted to exercise his/her seniority rights to bump – replace an employee with less seniority. Such employee may – if he/she so desires – bump any employee in an equal or lower job classification provided the bumping employee has greater seniority and has the ability and is qualified to perform the work of the employee whom he/she bumps.
- 22.09 Temporary job openings are defined as job vacancies that may periodically develop in any job classification that does not exceed thirty (30) days. Job openings that recur on a regular basis and that remain open more than thirty (30) days at a time shall not be considered temporary job openings. Temporary job openings may be filled by Public Employer assignment or reassignment, and the assignment or reassignment shall be made in terms of a promotion based upon seniority and qualification. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that may enable him/her to qualify for future promotions. No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically requests the assignment. The request must be in writing and submitted to the employee's immediate Supervisor. It is the intent of this provision to prevent the repeated assignments of employees to job vacancies designated as temporary job openings that could be filled in another manner. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate whichever is higher.
- 22.10 The term demotion, as used in this provision, means the reassignment – not requested by the employee – of any employee from a position in one job classification to a lower paying position in the same job classification or in another job classification. Demotions shall be made for disciplinary measure and to avoid laying off employees.
- 22.11 In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the reverse order of their seniority, unless an employee in that job classification with lesser seniority possesses special skills and ability required to meet the needs of the Public Employer. Employees shall be recalled from layoff according to their seniority providing those recalled are best qualified to carry on the work or operation. No new employees shall be hired until all employees on layoff status desiring to return to work have been offered work.
- 22.12 The seniority of an employee shall be forfeited if: the employee leaves the employment of the Public Employer of his/her own volition, the employee is terminated for cause, or if the employee, after having been laid off, fails to notify the Public Employer within five (5) days after delivery of notice by mail of work to him/her whether or not he/she will return to work or if the employee, after notifying the Public Employer that he/she will return to work within five (5) calendar days from the date of delivery of Public Employer's notice. The Public Employer's notice shall be considered delivered if sent by registered or certified mail to employees last known address on Public Employer's records. An employee on layoff status who acquired work from another employer shall forfeit his/her seniority and be subject to discharge if he/she refuses, within five (5) days after delivery of notice of work, the Public Employer's offer to work. No employee may refuse temporary work if he/she is unemployed.

- 22.13 Any employee transferred to or who bumps into a new position will receive reasonable training in a reasonable time period to facilitate the employee satisfactorily performing the job to which he/she is transferred. A committee consisting of the Shop Foreman, Culvert Foreman, Bridge Foreman, Roads Superintendent, Assistant Engineer or Engineer's designee, shall review the training requirements, qualifications and employee performance and make a recommendation to the Engineer as to whether the employee can satisfactorily and safely perform the job.

ARTICLE XXIII JOB CLASSIFICATION AND ASSIGNMENTS

- 23.01 The Public Employer will prepare and maintain, as needed, job classifications covered by this Agreement.
- 23.02 It is fully understood by the parties that every incidental duty connected with the county operations, and as described in the job classification, is not always specifically described, and employees, at the discretion of the Public Employer, may be required to perform duties not within their immediate job classification.
- 23.03 In the event that some employees are required to perform duties not specifically called out in their job classification every effort will be made to assign such employees to related work. However, nothing in this Agreement shall restrict or limit the ability of the county management to assign work during certain situations.
- 23.04 Nothing in a job classification is intended or shall be construed so as to grant or concede to any employee or group of employees, the right to refuse to follow a lawful instruction or order.
- 23.05 Employees performing work outside their job classifications for a period exceeding four (4) hours in a work week in a higher rated job classification shall receive the pay rate of the higher job classification while performing work in the higher classification. Should an employee desire a transfer to a lower paying classification, and if such transfer is approved by the County Engineer, the employee shall be paid at a rate no lower than the highest rate of the lower-paying classification.

ARTICLE XXIV BULLETIN BOARDS

- 24.01 The Public Employer shall provide bulletin boards in mutually satisfactory places for official Union notices which shall apply only to county employees and for the purpose of posting jobs.
- 24.02 Employees desiring to place personal notice on the bulletin boards shall be required to seek and obtain approval from the County Engineer's office.

ARTICLE XXV JOB POSTINGS

- 25.01 All openings of employment with the Public Employer that pertain to and are covered by this agreement shall be posted on the bulletin boards. Posting shall be at a conspicuous place so that all employees will receive notice of the vacancy in the job or position open. All job openings covered by this Agreement shall be posted at least ten (10) working days prior to seeking a person not currently employed by the Public Employer.
- 25.02 Employees having bid into another job will not be able to bid on any other openings for six (6) months.
- 25.03 Employees successfully bidding into a posted job shall have a ten (10) working days trial period before being permanently transferred into that position. During that trial period, the employee may request or be requested by the Public Employer to return to his/her former position. If requested by the Public Employer, the Public Employer shall give the employee reasons in writing for denying him/her the new position.

ARTICLE XXVI DISCIPLINE AND DISCHARGE

- 26.01 The parties recognize the authority of the Public Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. Any employee who alleges that such action was not based on just cause may appeal a suspension or discharge taken by the Public Employer, beginning with the third step of the grievance procedure.
- 26.02 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The Public Employer shall not discipline an employee without just cause.

ARTICLE XXVII GRIEVANCE PROCEDURE

- 27.01 Any grievances or disputes pertaining to the violation of this Agreement should be handled in the following manner and sequence. All grievance statements must be written and signed. Grievances not filed within prescribed time limits will be considered settled.
- 27.02 Step I – Within ten (10) working days of when an employee should have become aware of the alleged incident, an employee may initiate a written grievance with his/her immediate Supervisor during regular working hours. The Union Steward may be present if the employee desires. Within two (2) working days, the immediate Supervisor will verbally notify the employee of his decision.
- 27.03 Step II – If the grievance is not resolved in Step I, the employee or the Union shall present the grievance to the County Engineer or his authorized representative within fifteen (15) working days of the alleged incident. The County Engineer or his authorized representative shall answer the grievance in writing, a copy to the employee and a copy to the Union, within ten (10) working days following receipt of grievance.
- 27.04 Step III – If the grievance is not resolved in Step II, the employee or the Union may, within five (5) working days following the answer by the County Engineer or his authorized representative, submit

the grievance to the County Board of Supervisors or their designee. The County Board of Supervisors or their designee will, within fifteen (15) working days, reply in writing to the employee and to the Union of its decision.

- 27.05 If the grievance is not resolved in Step III (27.04) within the prescribed time limit, the grievance may be submitted to arbitration as provided for in Chapter 20.22 of the Iowa Public Employment Relations Act. The grievance to be arbitrated shall be submitted to the arbitrator selected from a list of five (5) names supplied by the Public Employment Relations Board. The Public Employer and the Union shall each strike two (2) names, the remaining name shall be the mutually agreed upon arbitrator. The arbitrator shall not have the power to change or modify, in part or in whole, the terms or intent of the Agreement. The decision of the arbitrator shall be binding and final, with all expenses shared equally by both parties.
- 27.06 Grievances involving discharge or suspension shall be processed beginning at Step III of the grievance procedure.
- 27.07 Processing Grievances During Working Hours. One steward may process grievances up to two (2) hours per week without loss of pay.
- 27.08 If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Public Employer's last answer. If a grievance is not timely answered by the Public Employer, it may automatically be referred to the next step.

ARTICLE XXVIII PAY PERIOD

- 28.01 The Public Employer agrees to issue paychecks to employees every two (2) weeks.
- 28.02 Once each quarter, the Public Employer will update and post the accumulation of totals of vacation and sick leave. The Employee has 30 calendar days to review and contest the posted totals. If not contested within 30 days, the totals shall remain as posted.
- 28.03 All employees shall promptly notify the Engineer or his stated designee of any information that would affect a change in status of the employee, to include but not be limited to marital status, dependents' status, change of address, driver's license status/ CDL status, and student status. Failure to notify Employer of a change in status shall result in the employee's personal liability for any repayment of benefits.

ARTICLE XXIX WAGE ADMINISTRATION

- 29.01 All new employees will be hired at or above the minimum rate of pay – 95% of the maximum – in the job classification Appendix A established by the Public Employer and agreed to by the applicant.

29.02 Upon completion of the probationary period of one hundred eighty (180) working days, an employee's employment shall be considered permanent, meaning the employee cannot be discharged without just cause, and said employee is entitled to 100% of all wages and benefits set forth in this agreement.

29.03 Deleted per Union Contract Negotiations Fiscal Year 2001-2002

29.04 However, wage changes shall become effective July 1 of each contract year, with the exception of longevity increases, which shall be effective on the employee's anniversary date.

29.05 Effective July 1, 2005 a thirty-five cent (\$0.35) per hour increase will be granted to all classifications.

Effective July 1, 2006 a thirty cent (\$0.30) per hour increase will be granted to all classifications.

Effective July 1, 2007 a thirty cent (\$0.30) per hour increase will be granted to all classifications.

Appendix A shall reflect this increase. Wage rates in Appendix A shall apply.

29.06 All regular full-time employees shall be paid in addition to their base or normal hourly rate, longevity pay as follows:

YEARS		
<u>Starting with the</u> <u>Beginning of the</u>	<u>Through the</u> <u>end of the</u>	<u>Amount</u>
6 th year	10 th year	.10/hour
11 th year	15 th year	.10/hour
16 th year	20 th year	.10/hour
21 st year	25 th year	.10/hour
26 th year	30 th year	.10/hour
31 th year	& over	.10/hour

This schedule replaces the schedule in the prior contract.

29.07 The Public Employer will provide each regular full-time employee the cost of a group medical insurance program of the Employer's choice for the individual or for the cost of a family plan. The Employer will have the option of either purchasing or self-funding an insurance program of the Employer's choice. Employer shall have the right during the first (1st) year of this contract to adjust once the deductibles, out-of-pocket expenses & co-pay to the employee if the plan is recommended by the Insurance Committee and is approved by the Monroe County Board of Supervisors for the Courthouse employees as well as this union. A copy of the group plan will be provided to each employee. A basic medical insurance program will be provided, however, the Employer will no longer provide "TPA", which is funding back the deductible to the employee. Any changes in the current coverage will not be less than given other county employees. Any changes in the deductible will not be more than given other county employees.

The Public Employer will provide each eligible regular full-time employee a group term life insurance policy in the amount of ten thousand dollars (\$10,000).

The Public Employer will provide each eligible regular full-time employee the Delta Dental Plan offered by the Iowa State Association of Counties or a comparable plan for the employee only. The insurance programs, coverage and eligibility will be subject to all terms and conditions of the contract with the insurance carrier selected by the Public Employer.

Employees who retire early from the county (for the purposes of this section, retirement is defined as receiving monthly IPERS payments) will continue to be eligible for membership in the regular employees' insurance groups and plans, subject to appropriate statutes and any rules or regulations of the carrier.

- 29.08 The Public Employer agrees to provide and pay for, at no cost to the employees covered by this Agreement, insurance to provide weekly benefits for accidental injuries incurred on official county business.
- 29.09 All employees shall maintain regular driver's licenses, and shall hold and maintain a valid CDL, with the exception of the Supply and Communication Coordinator.

ARTICLE XXX FAMILY MEDICAL LEAVE

- 30.01 The parties agree to comply with the provisions of the Family and Medical Leave Act. Please see the Monroe County Personnel Policies Manual relating to qualification details under FMLA.

ARTICLE XXXI AMERICAN WITH DISABILITIES ACT

- 31.01 The parties agree that exceptions to this Agreement may be necessary in order to comply with the Americans with Disabilities Act. Any exceptions must be mutually agreed upon by the parties in writing.

ARTICLE XXXII COMPLETE AGREEMENT

- 32.01 Both parties acknowledge that, during the negotiations which resulted in this Agreement, each party had the right and opportunity to make or change proposals and articles with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by both parties after the exercise of such right and opportunity are set forth in this Agreement.
- 32.02 The County of Monroe and the American Federation of State, County and Municipal Employees, AFL-CIO, agrees that for the duration of this Agreement, the other shall not be obliged to bargain

collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

ARTICLE XXXIII
DURATION OF AGREEMENT

- 33.01 The provisions of this Agreement shall be effective as of July 1, 2005, and shall remain in force and effect until its expiration date, June 30, 2008.
- 33.02 Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than two hundred and ten (210) days and not more than two hundred and seventy (270) days before the expiration date of the Agreement. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.
- 33.03 In the event any clause or provision of this Agreement is declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court or competent jurisdiction, the remaining portions and provisions shall not be declared invalid and they shall remain in full force and effect.

For Monroe County, Iowa

By: Paul V. Koffman
Paul V. Koffman, Chairman
Monroe County Board of Supervisors

By: Dennis J. Ryan
Dennis J. Ryan, Member
Monroe County Board of Supervisors

By: Michael R. Beary
Michael R. Beary, Member
Monroe County Board of Supervisors

By: John S. Goode
John S. Goode, P.E.
Monroe County Engineer

Date 12/31/04

For American Federation of State,
County and Municipal Employees,
AFL-CIO

By: [Signature]
Union Representative

By: Ed Hunsford
Employee Representative

By: [Signature]
Employee Representative

By: _____
Employee Representative

Date 12-30-04

**APPENDIX A
WAGE SCHEDULE ***

	July 1, 2005	July 1, 2006	July 1, 2007
Sign Man	13.42	13.72	14.02
Operator I	13.19	13.49	13.79
Operator II	13.42	13.72	14.02
Operator III	13.62	13.92	14.22
Motor Grader Operator	13.52	13.82	14.12
Mechanic	13.92	14.22	14.52
Bridge Foreman	14.12	14.42	14.72
Culvert Foreman	14.12	14.42	14.72
Shop Foreman	14.12	14.42	14.42
Supply and Communication Coordinator	12.92	13.22	13.52

* As per Section 29.01 and 29.02, minimum rate will equal 95% of the appropriate pay rates shown above.

APPENDIX B

Examples.....Time cards

Week 1

M	8 hrs – worked
T	8 hrs – worked
W	8 hrs – worked
T	8 hrs – worked
F	8 hrs – worked

Total worked 40 hrs first week

Wants comp time for 4 hours on Saturday and pay for 1 hr on Wednesday

4.05: Compensatory time off will not be allowed if the result would make the employee eligible for overtime pay or additional compensatory time.

Employee would be paid 40 hours first week.

Employee may use comp time in second week to complete 40 hour workweek with no overtime or added earned comp time.

Week 2

M	8 hrs – worked
T	8 hrs – worked
W	9 hrs – worked
T	8 hrs – comp time used
F	8 hrs – comp time used
S	4 hrs – worked

Total worked 29 hrs second week

Week 1

M	8 hrs – worked
T	8 hrs – worked
W	8 ½ hrs – worked
T	8 ¾ hrs – worked
F	3 hrs – worked
	5 hrs – comp time used

Total worked 36.5 hrs first week

Total comp 5 hrs first week

Week 2

M	10 ¼ hrs – worked
T	8 hrs – worked
W	8 ½ hrs – worked
T	8 hrs – worked
F	8 hrs – worked

Total worked 42.75 hrs second week

4.05: Compensatory time off will not be allowed if the result would make the employee eligible for overtime pay or additional compensatory time.

Employee may use comp time in first week to complete 40 hour workweek with no overtime or added earned comp time.

Employee paid 40 hours worked second week with 2.75 hours overtime or comp time.

Week 1

M 1 ¾ hrs – comp time used
 6 ¼ hrs – worked
 T 8 hrs – worked
 W 8 hrs – worked
 T 9 hrs – worked
 F 9 ¼ hrs – worked
 S 4 hrs – worked

Total worked 44 ½ hrs first week
 Total comp 1 ¾ hrs first week

Week 2

M 8 hr – Holiday pay
 T 10 hrs – worked
 W 8 hrs – worked
 T 8 hrs – worked
 F 8 hrs – worked

Total worked hrs 34
 Total holiday pay hrs 8

4.05: Compensatory time off will not be allowed if the result would make the employee eligible for overtime pay or additional compensatory time.

Employee would be paid 40 hrs regular pay week 1 and 4 ½ hrs at overtime pay or comp time. 1 ¾ comp time not allowed.

Employee would be paid 32 hrs plus 8 hrs holiday pay regular rate and 2 hrs overtime rate for week 2.

Week 1

M 11 ¼ hrs -- worked
 T 8 ½ hrs – worked
 W 2 hrs – worked
 T off – no pay
 F 8 hrs – worked

Total worked 29 ¾ hrs first week

Week 2

M 8 hrs – worked
 T 8 hrs – worked
 W 8 hrs – worked
 T 8 hrs – worked
 F 8 hrs – worked

Total worked 40 hrs second week

Employee paid first week 28 hrs worked at regular rate of pay and overtime on 1.25 hrs on first week.

Employee paid second week 40 hrs worked at regular rate of pay.

Week 1

M 8 hrs – worked
T 8 hrs – worked
W 8 hrs – worked
T 8 hrs – Holiday pay
F 8 hrs – Holiday pay

Total worked 24 hrs first week
Total holiday pay 16 hrs first week

Employee paid first week a total of 40 hours regular rate of pay $24/16 = 40$.

Employee paid second week 36 ½ hours regular rate of pay, 2 ¾ hours overtime rate or comp time.

Week 2

M 8 hrs – worked
T 8 hrs – worked
W 8 hrs – worked
T 8 hrs – worked
F 4 ½ hrs – worked
Sun 2 ¾ hrs – worked

Total worked 36 ½ hrs – 2 ¾ hrs Sunday
second week

Week 1

M 8 hrs – worked
T 8 hrs – worked
W 8 hrs – sick pay
T 8 hrs – sick pay
F 8 hrs – worked

Total worked 24 hrs first week
4 hrs comp used that was earned on Monday

4.05: Compensatory time off will not be allowed if the result would make the employee eligible for overtime pay or additional compensatory time.

Employee would be paid 40 hrs first week (24/16).

Employee would be paid second week 37.75 hrs regular rate of pay and 2 hrs overtime or comp time. Employee cannot earn and use comp time in the same week. This employee would only earn 3 hrs comp time, if this is what he/she would elect to do in this situation.

Week 2

M 12 hrs – worked
T 7 ¾ hrs – worked
W 8 hrs – worked
T 8 hrs – worked
F 4 hrs – worked

Total worked 39.75 hrs second week

Week 1

M 8 hrs – worked
 T 4 hrs – worked
 4 hrs – comp time
 W 9 hrs – worked
 T 8 hrs – worked
 F 8 hrs – worked

Total worked 37 hrs first week

Week 2

M 8 hrs – worked
 T 8 hrs – worked
 W 8 hrs – worked
 T 8 hrs – worked
 F 8 hrs – worked

Total worked 40 hrs second week

4.05: Compensatory time off will not be allowed if the result would make the employee eligible for overtime pay or additional compensatory time.

Employee would be paid first week 37 hrs and allowed to use 3 hrs comp time to complete the work week, making a total 40 hrs paid.

Employee would be paid 40 hrs second week.

Week 1

M 8 hrs – worked
 T 8 hrs – worked
 W 8 hrs – worked
 T 8 ¾ hrs – worked
 F 8 hrs – worked

Total worked 40.75 hrs first week (wants comp time)

Week 2

M 6 ¼ hrs – comp used
 T 8 hrs – worked
 W 7 ¼ hrs – worked
 T 8 hrs – worked
 F 8 hrs – worked

Total worked 31.25 hrs second week

Employee would be paid 40 hrs first week with comp time as requested first week on the .75 hr = 1.5 hrs.

Employee would be paid 31.25 worked plus the 6.25 comp time for a total of 37.5 hrs second week, providing employee has requested comp time available.

APPENDIX C

EXPLANATION OF MONROE COUNTY'S WORKERS COMPENSATION POLICY

The purpose is to provide the employee a steady full income during the time the employee is off work due to a work related injury. It is not intended to provide "double compensation" or compensation in excess of work based compensation.

It works this way:

- 1) At the time the employee is injured and has completed the necessary paperwork, the employee is allowed to borrow sick leave to receive a normal 40 hour paycheck.
- 2) Since it normally takes several weeks, and sometimes months to receive Workers Compensation allowance, many hours of sick leave will have been borrowed. When the settlement is received for the borrowed benefit, the check shall be delivered to the County Engineer's office and endorsed to the Monroe County Secondary Road Fund to reimburse the Fund for the borrowed time. At that time, the employee's sick leave shall be properly credited.
- 3) Typically, Workers Compensation will pay 80% of "normal takehome" pay (that is, 80% of a 40 hour paycheck, after deductions).
- 4) Supplementation of Workers Compensation will be allowed to provide approximately 100% take home pay by allowing the worker to use two (2) hrs/day of sick leave.
- 5) Compensation will be based on Section 85.36 and 85.37 of the Code of Iowa 2001.